

429. The foregoing conduct of Count 34 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 34 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 35

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "BOBYAHEAD" a/k/a "Bobyahead!" (Against Defendants DM Records, Inc., individually and a/s/t Bellmark Records, Alvertis Isbell d/b/a Alvert Music, Two Real Geez Music, Inc., EMI April Music, Inc., and EMI Music Publishing, Inc. "Count 35 Defendants")

430. Plaintiffs reallege each and every allegation in paragraphs 1 through 429 hereof as if fully set forth herein.

431. Rap artist Tag Team performed the Infringing Composition and Sound Recording "BOBYAHEAD" a/k/a "Bobyahead!" on the "Whoomp (There It Is)" and "The Best of Tag Team" Records. "Bobyahead!" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Flashlight," included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Bobyahead!."

432. No clearance company was involved.

433. Defendant Publishers Alvertis Isbell d/b/a Alvert Music, Two Real Geez Music, Inc., and EMI April Music, Inc. ("Count 35 Publishers"), Defendant Administrators Alvertis Isbell d/b/a Alvert Music, Two Real Geez Music, Inc., EMI April Music, Inc., and EMI Music Publishing, Inc. ("Count 35 Administrators"), Defendant Label DM Records, Inc., individually and a/s/t Bellmark Records and Defendant Entertainment Company DM Records, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies

described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Composition and/or Sound Recording and Records.

434. Count 35 Publisher engaged in improper conduct concerning “Bobyahed” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 47, and 48 hereof.

435. Count 35 Administrator engaged in improper conduct concerning “Bobyahed” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 47, and 48 hereof.

436. Defendant Label DM Records, Inc., individually and a/s/t Bellmark Records engaged in improper conduct concerning “Bobyahed” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

437. Defendant Entertainment Company DM Records, Inc. engaged in improper conduct concerning “Bobyahed” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

438. Count 35 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Flashlight” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

439. The applicable Plaintiffs have given Count 35 Defendants notice described in paragraphs 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Flashlight,” and the infringement has not been remedied.

440. The infringing conduct of the Count 35 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

441. The foregoing conduct of Count 35 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 35 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 36

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Bobyahed2dis" (Against Defendants Funky Noble Productions, Inc., Rockwilder Music, and Famous Music Corp. "Count 36 Defendants")

442. Plaintiffs reallege each and every allegation in paragraphs 1 through 441 hereof as if fully set forth herein.

443. Rap artist Redman performed the Infringing Composition and Sound Recording "Bobyahed2dis" on the "Dare Iz A Darkside" Records. "Bobyahed2dis" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Hardcore" (containing "Pride and Vanity," "So What Cha Saying," and "One Nation Under a Groove"), which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Bobyahed2dis."

444. No clearance company was involved.

445. Defendant Publishers Funky Noble Productions, Inc. and Rockwilder Music ("Count 36 Publishers") and Defendant Administrators Famous Music Corp. and Funky Noble Productions, Inc. ("Count 36 Administrators") stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

446. Count 36 Publisher engaged in improper conduct concerning "Bobyahed2dis" in the same manner as did the publishers described in paragraphs 39, 40, 45, and 46 hereof.

447. Count 36 Administrator engaged in improper conduct concerning "Bobyahed2dis" in the same manner as did the administrators described in paragraphs 39, 40, 45, and 46 hereof.

448. Defendants Funky Noble Productions, Inc. and Rockwilder Music have signed a Release and Agreement for their use of the Bridgeport and/or Southfield-owned musical composition “Atomic Dog” and paid royalties accordingly. However, they continue to infringe upon the Bridgeport and/or Southfield-owned musical composition “Hardcore” (containing “Pride and Vanity,” “So What Cha Saying,” and “One Nation Under a Groove”).

449. Count 36 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Hardcore” (containing “Pride and Vanity,” “So What Cha Saying,” and “One Nation Under a Groove”) in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

450. The applicable Plaintiffs have given Count 36 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Hardcore” (containing “Pride and Vanity,” “So What Cha Saying,” and “One Nation Under a Groove”), and the infringement has not been remedied.

451. The foregoing conduct of Count 36 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 36 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 37

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Body Lika’ M.F.” (Against Defendants Sweetness Music, Wixen Music Publishing, Inc., and Bust It Records “Count 37 Defendants”)

452. Plaintiffs reallege each and every allegation in paragraphs 1 through 451 hereof as if fully set forth herein.

453. Rap artist DBG Z performed the Infringing Composition and Sound Recording “Body Lika’ M.F.” on the “P Hissed Off” Records. “Body Lika’ M.F.” contains sampled and/or interpolated

portions of the Bridgeport and/or Southfield-owned musical composition “Atomic Dog,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Body Lika’ M.F.”

454. Bust It Records was the clearance company involved.

455. Defendant Publisher Sweetness Music (“Count 37 Publisher”), Defendant Administrator Wixen Music Publishing, Inc. (“Count 37 Administrator”), Defendant Label Bust It Records, and Defendant Entertainment Company Bust It Records and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

456. Count 37 Publisher engaged in improper conduct concerning “Body Lika’ M.F.” in the same manner as did the publishers described in paragraphs 39, 41, 45, 46, and 48 hereof.

457. Count 37 Administrator engaged in improper conduct concerning “Body Lika’ M.F.” in the same manner as did the administrators described in paragraphs 39, 41, 45, 46, and 48 hereof.

458. Defendant Label Bust It Records engaged in improper conduct concerning “Body Lika’ M.F.” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

459. Defendant Entertainment Company Bust It Records engaged in improper conduct concerning “Body Lika’ M.F.” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 48, and 54 hereof.

460. Count 37 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Atomic Dog” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

461. The applicable Plaintiffs have given Count 37 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Atomic Dog,” and the infringement has not been remedied.

462. Upon information and belief, the infringing conduct of the Count 37 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

463. The foregoing conduct of Count 37 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 37 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 38
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Bomb Drop” (Against Defendants EMI April Music, Inc. and Ill Hill
Billy’z Muzik, Inc. “Count 38 Defendants”)

464. Plaintiffs reallege each and every allegation in paragraphs 1 through 463 hereof as if fully set forth herein.

465. Rap artist Dove Shack performed the Infringing Composition and Sound Recording “Bomb Drop” on the “This Is The Shack” Records. “Bomb Drop” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “You’re Getting A Little Too Smart,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Bomb Drop.”

466. No clearance company was involved.

467. Defendant Publishers EMI April Music, Inc. and Ill Hill Billy’z Muzik, Inc. (“Count 38 Publishers”) and Defendant Administrators EMI April Music, Inc. and Ill Hill Billy’z Muzik, Inc. (“Count 38 Administrators”) stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

468. Count 38 Publisher engaged in improper conduct concerning “Bomb Drop” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, and 48 hereof.

469. Count 38 Administrator engaged in improper conduct concerning “Bomb Drop” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, and 48 hereof.

470. Count 38 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “You’re Getting A Little Too Smart” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

471. The applicable Plaintiffs have given Count 38 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “You’re Getting A Little Too Smart,” and the infringement has not been remedied.

472. The infringing conduct of the Count 38 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

473. The foregoing conduct of Count 38 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 38 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 39

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Bop Gun (One Nation)" (Against Defendants Gangsta Boogie Music, WB Music Corp. and Warner-Chappell Music, Inc. "Count 39 Defendants")

474. Plaintiffs reallege each and every allegation in paragraphs 1 through 473 hereof as if fully set forth herein.

475. Rap artist O'Shea Jackson a/k/a Ice Cube performed the Infringing Composition "Bop Gun (One Nation)" on the "Lethal Injection," "Featuring ... Ice Cube," "Greatest Funkin' Hits," and "Nothing But A Gangsta Party" Records. "Bop Gun (One Nation)" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "Bop Gun (Endangered Species)" and "One Nation Under a Groove," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Bop Gun (One Nation)."

476. Songwriter Services, Inc. was the clearance company involved.

477. Defendant Publishers Gangsta Boogie Music and WB Music Corp. ("Count 39 Publishers") Defendant Administrators WB Music Corp. and Warner-Chappell Music, Inc. ("Count 39 Administrators") and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Records.

478. Count 39 Publishers engaged in improper conduct concerning "Bop Gun (One Nation)" in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

479. Count 39 Administrators engaged in improper conduct concerning “Bop Gun (One Nation)” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

480. Count 39 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Bop Gun (Endangered Species)” and “One Nation Under a Groove” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

481. The applicable Plaintiffs have given Count 39 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “Bop Gun (Endangered Species)” and “One Nation Under a Groove,” and the infringement has not been remedied.

482. The foregoing conduct of Count 39 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 39 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 40

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Born to Roll” (Against Defendants Varry White Music, Duval Clear d/b/a Damasta Music, Spirit Two Music, Inc., Delicious Vinyl, Inc., Thump Records, Inc., Atlantic Recording Corp. d/b/a Atlantic Records, Simitar Entertainment, Inc., Dirty Harry Productions, Melo-Mix Records, Elektra Entertainment Group, Inc. individually and a/s/t East West Records, Inc., and Warner Music Group, Inc. “Count 40 Defendants”)

483. Plaintiffs reallege each and every allegation in paragraphs 1 through 482 hereof as if fully set forth herein.

484. Rap artists Duval Clear a/k/a Masta Ace, DJ Melo-Mix, and Dirty Harry Productions performed the Infringing Composition and Sound Recording “Born to Roll” on the “Sittin’ On Chrome,” “Old School Hip Hop,” “DV-10: A Decade of Delicious Vinyl, Inc.,” “DJ Bass Mix,” “Mad Flavas: Beats For The Boulevard,” “Ride or Die: The Best of DJ Melo-Mix,” “Return to the

Mothership,” and “Mr. Quikk & Melo-Mix Tight Azz Mixes” Records. “Born to Roll” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions and the Westbound and/or Nine-owned sound recordings “Packet Reprise” (containing “The Motor-Booty Affair”), “Funky Worm,” and “How Ya Do Dat” (containing “One of Those Funky Things”), which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Born to Roll.”

485. No clearance company was involved.

486. Defendant Publishers Varry White Music and Duval Clear d/b/a Damasta Music (“Count 40 Publishers”), Defendant Administrators Spirit Two Music, Inc. and Duval Clear d/b/a Damasta Music (“Count 40 Administrators”), Defendant Labels Delicious Vinyl, Inc., Thump Records, Inc., Simitar Entertainment, Inc., Atlantic Recording Corp. d/b/a Atlantic Records, Dirty Harry Productions, and Melo-Mix Records, and Defendant Entertainment Companies Elektra Entertainment Group, Inc., individually and a/s/t East West Records, Inc., Delicious Vinyl, Inc., Thump Records, Inc., Simitar Entertainment, Inc., Warner Music Group, Inc., Dirty Harry Productions, and Melo-Mix Records stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

487. Count 40 Publishers engaged in improper conduct concerning “Born to Roll” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 47 hereof.

488. Count 40 Administrators engaged in improper conduct concerning “Born to Roll” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 47 hereof.

489. Defendant Labels Delicious Vinyl, Inc., Thump Records, Inc., Simitar Entertainment, Inc., Atlantic Recording Corp. d/b/a Atlantic Records, Dirty Harry Productions, and Melo-Mix

Records engaged in improper conduct concerning “Born to Roll” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 47 hereof.

490. Defendant Entertainment Companies Elektra Entertainment Group, Inc individually and a/s/t East West Records, Inc., Delicious Vinyl, Inc., Thump Records, Inc., Simitar Entertainment, Inc., Dirty Harry Productions, Melo-Mix Records, and Warner Music Group, Inc. engaged in improper conduct concerning “Born to Roll” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, and 54 hereof.

491. Count 40 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Packet Reprise” (containing Motor-Booty Affair), “Funky Worm,” and “How Ya Do Dat,” (containing “One of Those Funky Things”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

492. The applicable Plaintiffs have given Count 40 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions and sound recordings “Packet Reprise” (containing “Motor-Booty Affair”), “Funky Worm,” and “How Ya Do Dat,” (containing “One of Those Funky Things”) and the infringement has not been remedied.

493. The foregoing conduct of Count 40 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 40 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 41
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Bottoms Up” (Against Defendants Tu Cole Music and Strictly Urban
Recordings, Inc. “Count 41 Defendants”)

494. Plaintiffs reallege each and every allegation in paragraphs 1 through 493 hereof as if fully set forth herein.

495. Rap artist Tu Cole performed the Infringing Composition and Sound Recording “Bottoms Up” on the “Deeper Than You Think” Records. “Bottoms Up” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “(Theme From The) Black Hole,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Bottoms Up.”

496. Strictly Urban Recordings, Inc. was the clearance company involved.

497. Defendant Publisher Tu Cole Music (“Count 41 Publisher”), Defendant Administrator Strictly Urban Recordings, Inc. (“Count 41 Administrator”), Defendant Label Strictly Urban Recordings, Inc., and Defendant Entertainment Company Strictly Urban Recordings, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

498. Count 41 Publisher engaged in improper conduct concerning “Bottoms Up” in the same manner as did the publishers described in paragraphs 39, 41, 45, 46, and 48 hereof.

499. Count 41 Administrator engaged in improper conduct concerning “Bottoms Up” in the same manner as did the administrators described in paragraphs 39, 41, 45, 46, and 48 hereof.

500. Defendant Label Strictly Urban Recordings, Inc. engaged in improper conduct concerning “Bottoms Up” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

501. Defendant Entertainment Company Strictly Urban Recordings, Inc. engaged in improper conduct concerning “Bottoms Up” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 48, and 54 hereof.

502. Count 41 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "(Theme From The) Black Hole" in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

503. The applicable Plaintiffs have given Count 41 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition "(Theme From The) Black Hole," and the infringement has not been remedied.

504. The infringing conduct of the Count 41 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

505. The foregoing conduct of Count 41 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 41 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 42

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Brand Nubian" (Against Defendants Interior Music Corp., Elektra Entertainment Group, Inc., individually and a/s/t Elektra Entertainment, a division of Warner Communications, Inc., Arista Records, Inc., a unit of BMG Entertainment North America, Inc., Warner Music Group, Inc., and BMG Entertainment, Inc. "Count 42 Defendants")

506. Plaintiffs reallege each and every allegation in paragraphs 1 through 505 hereof as if fully set forth herein.

507. Rap artist Brand Nubian performed the Infringing Composition and Sound Recording "Brand Nubian" on the "Brand Nubian (Single)," "One for All," and "Foundation" Records. "Brand Nubian" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned

musical composition “Flashlight,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Brand Nubian.”

508. No clearance company was involved.

509. Defendant Publisher Interior Music Corp. (“Count 42 Publisher”), Defendant Administrator Interior Music Corp. (“Count 42 Administrator”), Defendant Labels Elektra Entertainment Group, Inc., individually and a/s/t Elektra Entertainment, a division of Warner Communications, Inc. and Arista Records, Inc., a unit of BMG Entertainment North America, Inc., and Defendant Entertainment Companies Warner Music Group, Inc. and BMG Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

510. Count 42 Publisher engaged in improper conduct concerning “Brand Nubian” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, 47, and 48 hereof.

511. Count 42 Administrator engaged in improper conduct concerning “Brand Nubian” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, 47, and 48 hereof.

512. Defendant Labels Elektra Entertainment Group, Inc., individually and a/s/t Elektra Entertainment, a division of Warner Communications, Inc. and Arista Records, Inc., a unit of BMG Entertainment North America, Inc. engaged in improper conduct concerning “Brand Nubian” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

513. Defendant Entertainment Companies Warner Music Group, Inc. and BMG Entertainment, Inc. engaged in improper conduct concerning “Brand Nubian” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

514. Count 42 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Flashlight" in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

515. The applicable Plaintiffs have given Count 42 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition "Flashlight," and the infringement has not been remedied.

516. The infringing conduct of the Count 42 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

517. The foregoing conduct of Count 42 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 42 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 43

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Break The Grip Of Shame" (Against Defendant Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music "Count 43 Defendant")

518. Plaintiffs reallege each and every allegation in paragraphs 1 through 517 hereof as if fully set forth herein.

519. Rap artist Paris performed the Infringing Sound Recording "Break The Grip Of Shame" on the "Tommy Boy's Greatest Beats: Box" Records. "Break The Grip Of Shame" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Loopzilla," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Break The Grip Of Shame."

520. No clearance company was involved.

521. Defendant Label Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music and Defendant Entertainment Company Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music stand in the same relationship to each other and to the Infringing Sound Recording and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Sound Recordings and/or Records.

522. Defendant Label Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music engaged in improper conduct concerning “Break The Grip Of Shame” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

523. Defendant Entertainment Company Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music engaged in improper conduct concerning “Break The Grip Of Shame” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

524. Count 43 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Loopzilla” in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

525. The applicable Plaintiffs have given Count 43 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Loopzilla,” and the infringement has not been remedied.

526. The infringing conduct of the Count 43 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

527. The foregoing conduct of Count 43 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in

paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 43 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 44

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Break Up, The" (Against Defendants WB Music Corp. and Warner-Chappell Music, Inc. "Count 44 Defendants")

528. Plaintiffs reallege each and every allegation in paragraphs 1 through 527 hereof as if fully set forth herein.

529. Rap artist William Calhoun, Jr. a/k/a WC & The Maad Circle performed the Infringing Composition "The Break Up" on the "Ain't a Damn Thing Changed" Records. "The Break Up" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Agony of Defeat" and "The Humpty Dance," (containing "Let's Play House") which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "The Break Up."

530. No clearance company was involved.

531. Defendant Publisher WB Music Corp. ("Count 44 Publisher") and Defendant Administrators WB Music Corp. and Warner-Chappell Music, Inc. ("Count 44 Administrators") stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Records.

532. Count 44 Publisher engaged in improper conduct concerning "The Break Up" in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, and 46 hereof.

533. Count 44 Administrators engaged in improper conduct concerning "The Break Up" in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, and 46 hereof.

534. Count 44 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Agony of Defect," and "The Humpty Dance," (containing "Let's Play House") in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

535. The applicable Plaintiffs have given Count 44 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition "Agony of Defect" and "The Humpty Dance," (containing "Let's Play House") and the infringement has not been remedied.

536. The foregoing conduct of Count 44 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 44 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 45
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "Breakin U Off" (Against Defendants Playfair Music and Persona
Records, Inc. "Count 45 Defendants")

537. Plaintiffs reallege each and every allegation in paragraphs 1 through 536 hereof as if fully set forth herein.

538. Rap artist By Chance performed the Infringing Composition and Sound Recording "Breakin U Off" on the "Gotta Get That Lovin" and "Great Things Happen" Records. "Breakin U Off" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "(Not Just) Knee Deep, Part 1 and Part 2" a/k/a "(Not Just) Knee Deep," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Breakin U Off."

539. Persona Records, Inc. was the clearance company involved.

540. Defendant Publisher Playfair Music (“Count 45 Publisher”), Defendant Administrator Playfair Music (“Count 45 Administrator”), Defendant Label Persona Records, Inc., and Defendant Entertainment Company Persona Records, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

541. Count 45 Publisher engaged in improper conduct concerning “Breakin U Off” in the same manner as did the publishers described in paragraphs 38, 41, 45, and 46 hereof.

542. Count 45 Administrator engaged in improper conduct concerning “Breakin U Off” in the same manner as did the administrators described in paragraphs 38, 41, 45, and 46 hereof.

543. Defendant Label Persona Records, Inc. engaged in improper conduct concerning “Breakin U Off” in the same manner as did the labels described in paragraphs 41, 42, 45, and 46 hereof.

544. Defendant Entertainment Company Persona Records, Inc. engaged in improper conduct concerning “Breakin U Off” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, and 54 hereof.

545. Count 45 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

546. The applicable Plaintiffs have given Count 45 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep,” and the infringement has not been remedied.

547. The infringing conduct of the Count 45 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

548. The foregoing conduct of Count 45 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 45 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 46

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Brick House" (Against Defendants EMI Music Publishing, Inc., and Platinum Entertainment, Inc., individually and a/s/t Intersound, Inc. "Count 46 Defendants")

549. Plaintiffs reallege each and every allegation in paragraphs 1 through 548 hereof as if fully set forth herein.

550. Rap artist Trapp performed the Infringing Composition and Sound Recording "Brick House" on the "Stop The Gun Fight" albums. "Brick House" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "Atomic Dog" and "Flashlight," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Brick House".

551. No clearance company was involved.

552. Defendant Publisher EMI Music Publishing, Inc. ("Count 46 Publisher"), Defendant Administrator EMI Music Publishing, Inc. ("Count 46 Administrator"), Defendant Label Platinum Entertainment, Inc., individually and a/s/t Intersound, Inc., and Defendant Entertainment Company Platinum Entertainment, Inc., individually and a/s/t Intersound, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the

publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

553. Count 46 Publisher engaged in improper conduct concerning “Brick House” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, and 48 hereof.

554. Count 46 Administrator engaged in improper conduct concerning “Brick House” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, and 48 hereof.

555. Defendant Label Platinum Entertainment, Inc., individually and a/s/t Intersound, Inc. engaged in improper conduct concerning “Brick House” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

556. Defendant Entertainment Company Platinum Entertainment, Inc., individually and a/s/t Intersound, Inc. engaged in improper conduct concerning “Brick House” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

557. Count 46 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Atomic Dog” and “Flashlight” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

558. The applicable Plaintiffs have given Count 46 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “Atomic Dog” and “Flashlight,” and the infringement has not been remedied.

559. The infringing conduct of the Count 46 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

560. The foregoing conduct of Count 46 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 46 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 47

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Bring Back Something For Da Hood" (Against Defendants T-Boy Music, LLC, individually and a/s/t T-Boy Music Publishing, Inc., Boo Daddy Publishing, and Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music "Count 47 Defendants")

561. Plaintiffs reallege each and every allegation in paragraphs 1 through 560 hereof as if fully set forth herein.

562. Rap artist Artis Ivey, Jr. a/k/a Coolio performed the Infringing Composition and Sound Recording "Bring Back Something For Da Hood" on the "It Takes A Thief" Records. "Bring Back Something For Da Hood" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "The Big Bang Theory," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Bring Back Something For Da Hood."

563. No clearance company was involved.

564. Defendant Publishers T-Boy Music, LLC, individually and a/s/t T-Boy Music Publishing, Inc. and Boo Daddy Publishing ("Count 47 Publishers"), Defendant Administrator Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music ("Count 47 Administrator"), Defendant Label Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music, and Defendant Entertainment Company Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance

companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

565. Count 47 Publishers engaged in improper conduct concerning “Bring Back Something For Da Hood” in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, and 48 hereof.

566. Count 47 Administrator engaged in improper conduct concerning “Bring Back Something For Da Hood” in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, and 48 hereof.

567. Defendant Label Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music engaged in improper conduct concerning “Bring Back Something For Da Hood” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

568. Defendant Entertainment Company Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music engaged in improper conduct concerning “Bring Back Something For Da Hood” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

569. Count 47 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Big Bang Theory” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

570. The applicable Plaintiffs have given Count 47 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “The Big Bang Theory,” and the infringement has not been remedied.

571. The infringing conduct of the Count 47 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the

Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

572. The foregoing conduct of Count 47 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 47 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 48
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "Bring the Noise" a/k/a "Bring the Noize" a/k/a "Bring tha Noise"
(Against Defendants Bring The Noize, Inc. and Reach Music International, Inc. "Count 48
Defendants")

573. Plaintiffs reallege each and every allegation in paragraphs one through 572 hereof as if fully set forth herein.

574. Rap artist Public Enemy and various other artists performed the Infringing Composition and Sound Recording "Bring the Noise" a/k/a "Bring the Noize" a/k/a "Bring tha Noise" on the "Career Criminal," "Psyched-Up: Early Works 96-98," "Take a Bite Outta Rhyme: A Rock Tribute," "Less Than Zero (Original Soundtrack/OST)," "It Takes A Nation of Millions to Hold U," "Kool Rap," "The Promised Land [Columbia] (Original Soundtrack/OST)," "Down to the Promised Land: 5 Years of Bloodshot Records," "World of Rave, Vol. 1," "R & B: From Doo Wop to Hip Hop," "Return of the Killer A's: The Best of Anthrax," "Moshers 1986-1991," "Live – The Island Years," "Attack of the Killer B's," "Sony Music 100 Years: Soundtrack For A Century," "Southern Rollers: Big Gamin'," "Crowd Controller," "My Balls & My Word," "Bring the Noise 2000, Vol. 1," "Magic 108 FM," "Apocalypse 91...The Enemy Strikes Back," and "Def Jam Music Group – Ten Year Anniversary" Records. "Bring the Noise" a/k/a "Bring the Noize" a/k/a "Bring tha Noise" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "Get Off Your Ass and Jam," which were included

without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Bring the Noise a/k/a Bring the Noize a/k/a Bring tha Noise.”

575. No clearance company.

576. Defendant Publisher Bring The Noize, Inc. (“Count 48 Publisher”) and Defendant Administrator Reach International Music, Inc. (“Count 48 Administrator”) stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

577. Count 48 Publisher engaged in improper conduct concerning “Bring the Noise” a/k/a “Bring the Noize” a/k/a “Bring tha Noise” in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, and 48 hereof.

578. Count 48 Administrator engaged in improper conduct concerning “Bring the Noise” a/k/a “Bring the Noize” a/k/a “Bring tha Noise” in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, and 48 hereof.

579. Count 48 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Get Off Your Ass and Jam” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

580. The applicable Plaintiffs have given Count 48 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Get Off Your Ass and Jam,” and the infringement has not been remedied.

581. Upon information and belief, the infringing conduct of the Count 48 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the

correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

582. The foregoing conduct of Count 48 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 48 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 49

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Brooklyn Uptown Connection, The" (Against Defendants EMI April Music, Inc., 11C Music, Big Ill The Mack Music, Deep Soul Music, Xylophone Music, Inc., Brian Paul Music, Zoundwavesz Music, GABZ Music, Ill's Music, LRC Music, EMI Music Publishing, Inc., and Cavcorp, Inc., "Count 49 Defendants")

583. Plaintiffs reallege each and every allegation in paragraphs 1 through 582 hereof as if fully set forth herein.

584. Rap artist Ill Al Skratch performed the Infringing Composition and Sound Recording "Brooklyn Uptown Connection, The" on the "Creep Wit Me" Records. "Brooklyn Uptown Connection, The" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "(Not Just) Knee Deep, Part 1 and Part 2" a/k/a "(Not Just) Knee Deep," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Brooklyn Uptown Connection, The."

585. Mo Betta Music Ltd. was the clearance company involved.

586. Defendant Publishers EMI April Music, Inc., 11C Music, Big Ill The Mack Music, Deep Soul Music, Xylophone Music, Inc., Brian Paul Music, Zoundwavesz Music, GABZ Music, Ill's Music and LRC Music ("Count 49 Publishers") and Defendant Administrators EMI April Music, Inc., EMI Music Publishing, Inc., 11C Music, Big Ill the Mack Music, Cavcorp, Inc., Xylophone Music, Inc., Brian Paul Music, and Ill's Music ("Count 49 Administrators") and the listed clearance company stand

in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

587. Count 49 Publishers engaged in improper conduct concerning “Brooklyn Uptown Connection, The” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

588. Count 49 Administrators engaged in improper conduct concerning “Brooklyn Uptown Connection, The” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

589. Count 49 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

590. The applicable Plaintiffs have given Count 49 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep,” and the infringement has not been remedied.

591. The infringing conduct of the Count 49 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

592. The foregoing conduct of Count 49 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 49 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 50

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Brooklyn's Finest" (Against Defendants EMI Blackwood Music, Inc., Clark's True Funk Music, Inc., Justin Combs Publishing, Lil Lulu Music, EMI April Music Inc., EMI Music Publishing, Inc., and Estate of Christopher Wallace a/k/a Notorious B.I.G. o/b/o Big Poppa Music, "Count 50 Defendants")

593. Plaintiffs reallege each and every allegation in paragraphs 1 through 592 hereof as if fully set forth herein.

594. Rap artist Shawn Carter a/k/a Jay-Z (featuring The Notorio) performed the Infringing Composition and Sound Recording "Brooklyn's Finest" on the "Reasonable Doubt" albums. "Brooklyn's Finest" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "Ecstasy," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Brooklyn's Finest."

595. Sample Clearance, Ltd. was the clearance company involved.

596. Defendant Publishers EMI Blackwood Music, Inc., Clark's True Funk Music, Inc., Justin Combs Publishing, Lil Lulu Music, EMI April Music, Inc., and Estate of Christopher Wallace a/k/a Notorious B.I.G. o/b/o Big Poppa Music ("Count 50 Publishers") and Defendant Administrators, EMI Blackwood Music, Inc., Clark's True Funk Music, Inc. EMI April Music, Inc., EMI Music Publishing, Inc. and Estate of Christopher Wallace a/k/a Notorious B.I.G. o/b/o Big Poppa Music ("Count 50 Administrators") and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

597. Count 50 Publishers engaged in improper conduct concerning “Brooklyn's Finest” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

598. Count 50 Administrators engaged in improper conduct concerning “Brooklyn's Finest” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

599. Count 50 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Ecstasy” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

600. The applicable Plaintiffs have given Count 50 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Ecstasy,” and the infringement has not been remedied.

601. The foregoing conduct of Count 50 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 50 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 51

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Brothers Gonna Work It Out” (Against Defendants Bring The Noize, Inc. and Reach Music International, Inc. “Count 51 Defendants”)

602. Plaintiffs reallege each and every allegation in paragraphs one through 601 hereof as if fully set forth herein.

603. Rap artist Public Enemy and Blake Baxter performed the Infringing Composition and Sound Recording “Brothers Gonna Work It Out” on the “Fear of a Black Planet” and “Globus Mix, Vol. 2: A Decade Underground” Records. “Brothers Gonna Work It Out” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Atomic Dog,”

which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Brothers Gonna Work It Out.”

604. No clearance company was involved.

605. Defendant Publisher Bring The Noize, Inc. (“Count 51 Publishers”) and Defendant Administrator Reach Music International, Inc. (“Count 51 Administrator”) stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

606. Count 51 Publisher engaged in improper conduct concerning “Brothers Gonna Work It Out” in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, and 48 hereof.

607. Count 51 Administrator engaged in improper conduct concerning “Brothers Gonna Work It Out” in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, and 48 hereof.

608. Count 51 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Atomic Dog” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

609. The applicable Plaintiffs have given Count 51 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Atomic Dog,” and the infringement has not been remedied.

610. Upon information and belief, the infringing conduct of the Count 51 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

611. The foregoing conduct of Count 51 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 51 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 52

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Brownie Points" (Against Defendants Cyphercleff Music Publishing and EMI April Music, Inc. "Count 52 Defendants")

612. Plaintiffs reallege each and every allegation in paragraphs 1 through 611 hereof as if fully set forth herein.

613. Rap artist E-40 performed the Infringing Composition and Sound Recording "Brownie Points" on the "Charlie Hustle: The Blueprint of a Self-Made Millionaire" Records. "Brownie Points" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Atomic Dog," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Brownie Points."

614. No clearance company was involved.

615. Defendant Publishers Cyphercleff Music Publishing, and EMI April Music, Inc. ("Count 52 Publishers") and Defendant Administrator Cyphercleff Music Publishing, and EMI April Music, Inc. ("Count 52 Administrator") stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

616. Count 52 Publisher engaged in improper conduct concerning "Brownie Points" in the same manner as did the publishers described in paragraphs 38, 40, 45, and 46 hereof.

617. Count 52 Administrator engaged in improper conduct concerning “Brownie Points” in the same manner as did the administrators described in paragraphs 38, 40, 45, and 46 hereof.

618. Count 52 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Atomic Dog” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

619. The applicable Plaintiffs have given Count 52 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Atomic Dog,” and the infringement has not been remedied.

620. The foregoing conduct of Count 52 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 52 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 53

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Buck Tha Devil” (Against Defendants Elektra Entertainment Group, Inc. individually and a/s/t East West Records, Inc., Gangsta Boogie Music, WB Music Corp., Warner-Chappell Music, Inc., Street Knowledge Records, Atlantic Recording Corp. d/b/a Atlantic Records, and Warner Music Group, Inc. “Count 53 Defendants”)

621. Plaintiffs reallege each and every allegation in paragraphs 1 through 620 hereof as if fully set forth herein.

622. Rap artist Da Lench Mob performed the Infringing Composition and Sound Recording “Buck Tha Devil” on the “Guerillas In Tha Mist” Records. “Buck Tha Devil” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “The Humpty Dance” (containing “Let’s Play House”), which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Buck Tha Devil.”

623. No clearance company was involved.

624. Defendant Publishers Gangsta Boogie Music and WB Music Corp. (“Count 53 Publishers”), Defendant Administrators WB Music Corp. and Warner-Chappell Music, Inc. (“Count 53 Administrators”), Defendant Labels Street Knowledge Records, Atlantic Recording Corp. d/b/a Atlantic Records, and Elektra Entertainment Group, Inc., individually and a/s/t East West Records, Inc., and Defendant Entertainment Companies Street Knowledge Records and Warner Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

625. Count 53 Publishers engaged in improper conduct concerning “Buck Tha Devil” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, 47, and 48 hereof.

626. Count 53 Administrators engaged in improper conduct concerning “Buck Tha Devil” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, 47, and 48 hereof.

627. Defendant Labels Street Knowledge Records, Atlantic Recording Corp. d/b/a Atlantic Records, and Elektra Entertainment Group, Inc., individually and a/s/t East West Records, Inc. engaged in improper conduct concerning “Buck Tha Devil” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

628. Defendant Entertainment Companies Warner Music Group, Inc. and Street Knowledge Records engaged in improper conduct concerning “Buck Tha Devil” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

629. Count 53 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Humpty Dance” (containing “Let's Play House”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

630. The applicable Plaintiffs have given Count 53 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “The Humpty Dance” (containing “Let's Play House”) and the infringement has not been remedied.

631. The infringing conduct of the Count 53 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

632. The foregoing conduct of Count 53 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 53 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 54

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Buddah Nature” (Against Defendants Still N The Water Publishing, Virgin Records America, Inc., Rap-A-Lot Records, Inc., and EMI Group, plc “Count 54 Defendants”)

633. Plaintiffs reallege each and every allegation in paragraphs 1 through 632 hereof as if fully set forth herein.

634. Rap artist Blac Monks performed the Infringing Composition and Sound Recording “Buddah Nature” on the “Secrets of the Hidden Temple” Records. “Buddah Nature” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “The Humpty Dance”(containing “Let’s Play House”), which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Buddah Nature.”

635. No clearance company was involved.

636. Defendant Publisher Still N The Water Publishing (“Count 54 Publisher”), Defendant Administrator Rap-A-Lot Records, Inc. (“Count 54 Administrator”), Defendant Labels Virgin Records America, Inc. and Rap-A-Lot Records, Inc. and Defendant Entertainment Companies EMI Group, plc and Rap-A-Lot Records, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

637. Count 54 Publisher engaged in improper conduct concerning “Buddah Nature” in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, and 48 hereof.

638. Count 54 Administrator engaged in improper conduct concerning “Buddah Nature” in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, and 48 hereof.

639. Defendant Labels Virgin Records America, Inc. and Rap-A-Lot Records, Inc. engaged in improper conduct concerning “Buddah Nature” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

640. Defendant Entertainment Companies EMI Group, plc and Rap-A-Lot Records, Inc. engaged in improper conduct concerning “Buddah Nature” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

641. Count 54 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Humpty Dance” (containing “Let’s Play House”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

642. The applicable Plaintiffs have given Count 54 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “The Humpty Dance” (containing “Let’s Play House”) and the infringement has not been remedied.

643. The infringing conduct of the Count 54 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recordings and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

644. The foregoing conduct of Count 54 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 54 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 55

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Bumbell" (Against Defendants Rap-A-Lot Records, Inc., Windswept Pacific Entertainment Co. d/b/a Windswept Music, Full Keel Music, QD3 Sound Lab, EMI Blackwood Music, Inc., EGN Arts Musick, Mr. Ellis Publishing, Still N The Water Publishing, Virgin Records America, Inc., and EMI Group, plc "Count 55 Defendants")

645. Plaintiffs reallege each and every allegation in paragraphs 1 through 644 hereof as if fully set forth herein.

646. Rap artist Jerold Ellis, Jr. a/k/a Yukmouth performed the Infringing Composition and Sound Recording "Bumbell" on the "Thugged Out: The Albulation" Records. "Bumbell" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "The Humpty Dance" (containing "Let's Play House") which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Bumbell."

647. No clearance company was involved.

648. Defendant Publishers Windswept Pacific Entertainment Co. d/b/a Windswept Music, QD3 Sound Lab, EMI Blackwood Music, Inc., EGN Arts Musick, Mr. Ellis Publishing, and Still N The Water Publishing ("Count 55 Publishers"), Defendant Administrators Full Keel Music,

Windswept Pacific Entertainment Co. d/b/a Windswept Music, QD3 Sound Lab, EMI Blackwood Music, Inc., and Rap-A-Lot Records, Inc. (“Count 55 Administrators”), Defendant Labels Virgin Records America, Inc. and Rap-A-Lot Records, Inc., and Defendant Entertainment Companies EMI Group, plc and Rap-A-Lot Records, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recordings and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

649. Count 55 Publishers engaged in improper conduct concerning “Bumbell” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 47 hereof.

650. Count 55 Administrators engaged in improper conduct concerning “Bumbell” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 47 hereof.

651. Defendant Labels Virgin Records America, Inc. and Rap-A-Lot Records, Inc. engaged in improper conduct concerning “Bumbell” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 47 hereof.

652. Defendant Entertainment Companies EMI Group, plc and Rap-A-Lot Records, Inc. engaged in improper conduct concerning “Bumbell” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, and 54 hereof.

653. Count 55 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Humpty Dance (containing “Let's Play House”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

654. The applicable Plaintiffs have given Count 55 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “The Humpty Dance” (containing “Let's Play House”) and the infringement has not been remedied.

655. The infringing conduct of the Count 55 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

656. The foregoing conduct of Count 55 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 55 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 56
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "Burn Hollywood Burn" (Against Defendants WB Music Corp., Cold
Chillin' Music, Gangsta Boogie Music, Warner-Chappell Music, Inc., and AZ Publishing "Count 56
Defendants")

657. Plaintiffs reallege each and every allegation in paragraphs one through 656 hereof as if fully set forth herein.

658. Rap artist Public Enemy performed the Infringing Composition and Sound Recording "Burn Hollywood Burn" on the "Bring The Noise 2000, Vol. 1" and "Fear of a Black Planet" Records. "Burn Hollywood Burn" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "Good Old Music," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Burn Hollywood Burn."

659. No clearance company was involved.

660. Defendant Publishers WB Music Corp., Cold Chillin' Music, Gangsta Boogie Music, and AZ Publishing ("Count 56 Publishers") and Defendant Administrators WB Music Corp., Warner-Chappell Music, Inc., and AZ Publishing ("Count 56 Administrator") stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels,

entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

661. Count 56 Publisher engaged in improper conduct concerning “Burn Hollywood Burn” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

662. Count 56 Administrator engaged in improper conduct concerning “Burn Hollywood Burn” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

663. Count 56 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Good Old Music” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

664. The applicable Plaintiffs have given Count 56 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Good Old Music,” and the infringement has not been remedied.

665. Upon information and belief, the infringing conduct of the Count 56 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

666. The foregoing conduct of Count 56 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 56 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 57

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Bury Me Alive” (Against Defendants Psychopathic Music
Publishing and Psychopathic Records, Inc., “Count 57 Defendants”)

667. Plaintiffs reallege each and every allegation in paragraphs 1 through 666 hereof as if fully set forth herein.

668. Rap artist Twiztid performed the Infringing Composition and Sound Recording “Bury Me Alive” on the “Mostasteless (Explicit Lyrics)” Records. “Bury Me Alive” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Gangsta Gangsta” (containing “Funky Worm”) which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Bury Me Alive.”

669. No clearance company was involved.

670. Defendant Publisher Psychopathic Music Publishing (“Count 57 Publisher”), Defendant Administrator Psychopathic Music Publishing (“Count 57 Administrator”), Defendant Label Psychopathic Records, Inc., and Defendant Entertainment Company Psychopathic Records, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

671. Count 57 Publisher engaged in improper conduct concerning “Bury Me Alive” in the same manner as did the publishers described in paragraphs 38, 40, 45, and 46 hereof.

672. Count 57 Administrator engaged in improper conduct concerning “Bury Me Alive” in the same manner as did the administrators described in paragraphs 38, 40, 45, and 46 hereof.

673. Defendant Label Psychopathic Records, Inc. engaged in improper conduct concerning “Bury Me Alive” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

674. Defendant Entertainment Company Psychopathic Records, Inc. engaged in improper conduct concerning “Bury Me Alive” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

675. Count 57 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Gangsta Gangsta” (containing “Funky Worm”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

676. The applicable Plaintiffs have given Count 57 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Gangsta Gangsta” (containing “Funky Worm”) and the infringement has not been remedied.

677. The foregoing conduct of Count 57 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 57 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 58

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Bush Killa” (Against Defendants Ellipsis Music Corporation, Lip Services, a division of T.S.E.C., Inc., individually and a/s/t Lip Services, Inc., Rhino Records, Inc., and Warner Music Group, Inc. “Count 58 Defendants”)

678. Plaintiffs reallege each and every allegation in paragraphs 1 through 677 hereof as if fully set forth herein.

679. Rap artist Oscar Jackson a/k/a Paris performed the Infringing Composition “Bush Killa” on the “Chuck D Presents: Louder Than A Bomb” Records. “Bush Killa” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Atomic Dog,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Bush Killa.”

680. No clearance company was involved.

681. Defendant Publisher Ellipsis Music Corporation (“Count 58 Publisher”), Defendant Administrator Lip Services, a division of T.S.E.C., Inc., individually and a/s/t Lip Services, Inc. (“Count 58 Administrator”), Defendant Label Rhino Records, Inc. and Defendant Entertainment Company Warner Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Records.

682. Count 58 Publisher engaged in improper conduct concerning “Bush Killa” in the same manner as did the publishers described in paragraphs 39, 40, 45, and 46 hereof.

683. Count 58 Administrator engaged in improper conduct concerning “Bush Killa” in the same manner as did the administrators described in paragraphs 39, 40, 45, and 46 hereof.

684. Defendant Label Rhino Records, Inc. engaged in improper conduct concerning “Bush Killa” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

685. Defendant Entertainment Company Warner Music Group, Inc. engaged in improper conduct concerning “Bush Killa” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

686. Count 58 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Atomic Dog” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

687. The applicable Plaintiffs have given Count 58 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Atomic Dog,” and the infringement has not been remedied.

688. The foregoing conduct of Count 58 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in

paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 58 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 59

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Buss N Rocks" (Against Defendants My Own Chit Publishing, EMI Blackwood Music, Inc., and Doghouse Films "Count 59 Defendants")

689. Plaintiffs reallege each and every allegation in paragraphs 1 through 688 hereof as if fully set forth herein.

690. Rap artist Calvin Broadus a/k/a Snoop Dogg performed the Infringing Composition "Buss N Rocks" on the "No Limit Top Doggs" Records. Further, "Buss N Rocks" was included in a Video entitled "The East Sidaz" produced by Doghouse Films. "Buss N Rocks" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "(Theme From The) Black Hole," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Buss N Rocks" and "The East Sidaz."

691. Music Resources was the clearance company involved.

692. Defendant Publishers My Own Chit Publishing and EMI Blackwood Music, Inc. ("Count 59 Publishers"), Defendant Administrator EMI Blackwood Music, Inc. ("Count 59 Administrator"), Defendant Motion Picture Producer Doghouse Films and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, motion picture producers, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Records.

693. Count 59 Publishers engaged in improper conduct concerning "Buss N Rocks" in the same manner as did the publishers described in paragraphs 38, 41, 45, and 46 hereof.

694. Count 59 Administrator engaged in improper conduct concerning “Buss N Rocks” in the same manner as did the administrators described in paragraphs 38, 41, 45, and 46 hereof.

695. Defendant Motion Picture Producer Doghouse Films engaged in improper conduct concerning “Buss N Rocks” in the same manner as did the motion picture producers described in paragraphs 41, 42, 45, 46, and 49 hereof.

696. Count 59 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “(Theme From The) Black Hole” in the same manner as did Defendants described in paragraphs 51, 52, 55, 56, and 57 hereof.

697. The applicable Plaintiffs have given Count 59 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “(Theme From The) Black Hole,” and the infringement has not been remedied.

698. The foregoing conduct of Count 59 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 59 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 60
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Cali Chronic” (Against Defendant EMI Blackwood Music, Inc.
“Count 60 Defendant”)

699. Plaintiffs reallege each and every allegation in paragraphs 1 through 698 hereof as if fully set forth herein.

700. Rap artist Harlem World performed the Infringing Composition and Sound Recording “Cali Chronic” on the “The Movement” Records. “Cali Chronic” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or

Nine-owned sound recording “Funky Worm,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Cali Chronic.”

701. DMG, Inc. was the clearance company involved.

702. Defendant Publisher EMI Blackwood Music, Inc. (“Count 60 Publisher”), Defendant Administrator EMI Blackwood Music, Inc. (“Count 60 Administrator”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

703. Count 60 Publisher engaged in improper conduct concerning “Cali Chronic” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

704. Count 60 Administrator engaged in improper conduct concerning “Cali Chronic” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

705. Count 60 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Funky Worm” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

706. The applicable Plaintiffs have given Count 60 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Funky Worm,” and the infringement has not been remedied.

707. The infringing conduct of the Count 60 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

708. The foregoing conduct of Count 60 Defendants constitute the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 60 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 61

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Call It What U Want" (Against Defendants Dollarz N Sense Muzick, Macadamia Nuts Muzick, TNT Management Corp., Ghetto Gospel Music, Phront Street Muzick, Kevin M. Gulley d/b/a Pimp Clinic Muzick, Styleetron Music, and Songwriter Services, Inc. "Count 61 Defendants")

709. Plaintiffs reallege each and every allegation in paragraphs 1 through 708 hereof as if fully set forth herein.

710. Rap artist Above the Law performed the Infringing Composition and Sound Recording "Call It What U Want" on the "Black Mafia Life" and "Call It What U Want (Single)" Records. "Call It What U Want" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)" and "Freak of the Week," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Call It What U Want."

711. Songwriter Services, Inc. was the clearance company involved.

712. Defendant Publishers Dollarz N Sense Muzick, Macadamia Nuts Muzick, Ghetto Gospel Music, Phront Street Muzick, Kevin M. Gulley d/b/a Pimp Clinic Muzick, and Styleetron Music ("Count 61 Publishers") and Defendant Administrators Songwriter Services, Inc., Macadamia Nuts Muzick, TNT Management Corp., and Styleetron Music ("Count 61 Administrators") and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through

29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

713. Count 61 Publishers engaged in improper conduct concerning “Call It What U Want” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

714. Count 61 Administrators engaged in improper conduct concerning “Call It What U Want” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

715. Count 61 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)” and “Freak of the Week” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

716. The applicable Plaintiffs have given Count 61 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)” and “Freak of the Week,” and the infringement has not been remedied.

717. The infringing conduct of the Count 61 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

718. The foregoing conduct of Count 61 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 61 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 62

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Can You Kick It Like This” (Against Defendants Poppa Willie
Music, Inc., Permit Music, and Waylo Way “Count 62 Defendants”)

719. Plaintiffs reallege each and every allegation in paragraphs 1 through 718 hereof as if fully set forth herein.

720. Rap artist M-Team performed the Infringing Composition and Sound Recording “Can You Kick It Like This” on the “For Deposit Only” Records. “Can You Kick It Like This” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Give Up The Funk (Tear The Roof Off The Sucker),” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Can You Kick It Like This.”

721. No clearance company was involved.

722. Defendant Publishers Poppa Willie Music, Inc. and Permit Music (“Count 62 Publishers”), Defendant Administrators Poppa Willie Music, Inc. and Permit Music (“Count 62 Administrators”), Defendant Label Waylo Way, and Defendant Entertainment Company Waylo Way stand in the same relationship to each other and to the Infringing Composition and/or Sound Recordings and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

723. Count 62 Publishers engaged in improper conduct concerning “Can You Kick It Like This” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, 47, and 48 hereof.

724. Count 62 Administrators engaged in improper conduct concerning “Can You Kick It Like This” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, 47, and 48 hereof.

725. Defendant Label Waylo Way engaged in improper conduct concerning “Can You Kick It Like This” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

726. Defendant Entertainment Company Waylo Way engaged in improper conduct concerning “Can You Kick It Like This” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48 and 54 hereof.

727. Count 62 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Give Up The Funk (Tear The Roof Off The Sucker)” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

728. The applicable Plaintiffs have given Count 62 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Give Up The Funk (Tear The Roof Off The Sucker),” and the infringement has not been remedied.

729. The infringing conduct of the Count 62 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Record misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

730. The foregoing conduct of Count 62 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 62 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 63

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Can’t C Me” (Against Defendants Estate of Tupac Shakur o/b/o Joshua’s Dream Music, Stephanie Clinton d/b/a Goosehock Music, Songs of Universal, Inc., Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., Death Row Records, Inc., and Universal Music Group, Inc. “Count 63 Defendants”)

731. Plaintiffs reallege each and every allegation in paragraphs 1 through 730 hereof as if fully set forth herein.

732. Rap artist Tupac Shakur performed the Infringing Composition and Sound Recording “Can’t C Me” on the “All Eyez On Me” Records. “Can’t C Me” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Can’t C Me.”

733. No clearance company was involved.

734. Defendant Publishers Estate of Tupac Shakur o/b/o Joshua’s Dream Music, Stephanie Clinton d/b/a Goosehock Music, and Songs of Universal, Inc. (“Count 63 Publishers”), Defendant Administrators Songs of Universal, Inc. and Stephanie Clinton d/b/a Goosehock Music (“Count 63 Administrators”), Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc. and Death Row Records, Inc., and Defendant Entertainment Companies Universal Music Group, Inc. and Death Row Records, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Records.

735. Count 63 Publishers engaged in improper conduct concerning “Can’t C Me” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

736. Count 63 Administrators engaged in improper conduct concerning “Can’t C Me” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

737. Defendant Labels Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc. and Death Row Records, Inc. engaged in improper

conduct concerning “Can't C Me” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

738. Defendant Entertainment Companies Universal Music Group, Inc. and Death Row Records, Inc. engaged in improper conduct concerning “Can't C Me” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

739. Count 63 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

740. The applicable Plaintiffs have given Count 63 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep,” and the infringement has not been remedied.

741. The infringing conduct of the Count 63 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

742. The foregoing conduct of Count 63 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 63 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 64

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Can't Nobody Hold Me Down (Bad Boy Remix)” (Against Defendants BMG Entertainment, Inc., Simitar Entertainment, Inc., Burchu Music, Haber Corp., Bad Boy Records, Polygram Records, Inc., Def Jam Records, Inc., Cochise Productions, Arista Records, Inc., a unit of BMG Entertainment North America, Inc., Puff Daddy Records, Platinum Entertainment, Inc. individually and a/s/t Intersound, Inc., Universal Music Group, Inc., and “Count 64 Defendants”)

743. Plaintiffs reallege each and every allegation in paragraphs 1 through 742 hereof as if fully set forth herein.

744. Rap artist Sean “Puffy” Combs performed the Infringing Composition and Sound Recording “Can't Nobody Hold Me Down (Bad Boy Remix)” on the “Can't Nobody Hold Me Down,” “The Source Presents Hip Hop Hits,” “#1 Pop Hits,” “R&B Groove, Vol. 1,” “Bad Boy’s Greatest Hits,” “No Way Out,” and “Can’t Nobody Hold Me Down (Single)” Records. “Can't Nobody Hold Me Down (Bad Boy Remix)” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Atomic Dog,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Can't Nobody Hold Me Down (Bad Boy Remix).”

745. No clearance company was involved.

746. Defendant Publisher Burchu Music (“Count 64 Publisher”), Defendant Administrators Haber Corp. (“Count 64 Administrator”), Defendant Labels Bad Boy Records, Polygram Records, Inc., Def Jam Records, Inc., Simitar Entertainment, Inc., Cochise Productions, Arista Records, Inc., a unit of BMG Entertainment North America, Puff Daddy Records, and Platinum Entertainment, Inc., individually and a/s/t Intersound, Inc., and Defendant Entertainment Companies BMG Entertainment, Inc., Universal Music Group, Inc., Bad Boy Records, Simitar Entertainment, Inc., and Platinum Entertainment, Inc., individually and a/s/t Intersound, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

747. Count 64 Publishers engaged in improper conduct concerning “Can't Nobody Hold Me Down (Bad Boy Remix)” in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, and 48 hereof.

748. Count 64 Administrators engaged in improper conduct concerning “Can't Nobody Hold Me Down (Bad Boy Remix)” in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, and 48 hereof.

749. Defendant Labels Bad Boy Records, Polygram Records, Inc., Def Jam Records, Inc., Simitar Entertainment, Inc., Cochise Productions, Arista Records, Inc., a unit of BMG Entertainment North America, Puff Daddy Records, and Platinum Entertainment, Inc., individually and a/s/t Intersound, Inc., engaged in improper conduct concerning “Can't Nobody Hold Me Down (Bad Boy Remix)” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

750. Defendant Entertainment Companies BMG Entertainment, Inc., Universal Music Group, Inc., Bad Boy Records, Simitar Entertainment, Inc., and Platinum Entertainment, Inc., individually and a/s/t Intersound engaged in improper conduct concerning “Can't Nobody Hold Me Down (Bad Boy Remix)” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

751. Count 64 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in “Atomic Dog” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

752. The applicable Plaintiffs have given Count 64 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Atomic Dog,” and the infringement has not been remedied.

753. The infringing conduct of the Count 64 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the

Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

754. The foregoing conduct of Count 64 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 64 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 65
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "Can't Wait To Be With You" (Against Defendants EMI April
Music, Inc. and Uncle Ronnie's Music "Count 65 Defendants")

755. Plaintiffs reallege each and every allegation in paragraphs 1 through 754 hereof as if fully set forth herein.

756. Rap artist DJ Jazzy Jeff & The Fresh Prince performed the Infringing Composition and Sound Recording "Can't Wait To Be With You" on the "Energy Rush," and "Now Dance '94, Vol. 2" Records. "Can't Wait To Be With You" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "You'll Like It Too," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Can't Wait To Be With You."

757. No clearance company was involved.

758. Defendant Publishers EMI April Music, Inc., and Uncle Ronnie's Music ("Count 65 Publishers") and Defendant Administrators EMI April Music, Inc., and Uncle Ronnie's Music ("Count 65 Administrators") stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

759. Count 65 Publishers engaged in improper conduct concerning “Can’t Wait To Be With You” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, and 48 hereof.

760. Count 65 Administrators engaged in improper conduct concerning “Can’t Wait To Be With You” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, and 48 hereof.

761. Count 65 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “You’ll Like It Too” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

762. The applicable Plaintiffs have given Count 65 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “You’ll Like It Too,” and the infringement has not been remedied.

763. The infringing conduct of the Count 65 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

764. The foregoing conduct of Count 65 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 65 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 66

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Car-Hop” (Against Defendants John Doe Defendants 1-500, World Movement Records, Inc., Damian Music, Inc., Polygram Records, Inc., Universal Music Group, Inc., “Count 66 Defendants”)

765. Plaintiffs reallege each and every allegation in paragraphs 1 through 764 hereof as if fully set forth herein.

766. Rap artist Wylde Bunch performed the Infringing Composition and Sound Recording “Car-Hop” on the “Coast Ridas: Orlie's Lowriding Competition” Records. “Car-Hop” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Mothership Connection (Star Child),” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Car-Hop.”

767. No clearance company was involved.

768. Defendant Publishers John Doe Defendants 1-500 (“Count 66 Publishers”), Defendant Administrators John Doe Defendants 1-500 (“Count 66 Administrators”), Defendant Labels World Movement Records, Inc., Damian Music, Inc., and Polygram Records, Inc., and Defendant Entertainment Companies World Movement Records, Inc., Damian Music, Inc., and Universal Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

769. Count 66 Publishers engaged in improper conduct concerning “Car-Hop” in the same manner as did the publishers described in paragraphs 38 and/or 39, and 40, 42, 45, 46, and 48 hereof.

770. Count 66 Administrators engaged in improper conduct concerning “Car-Hop” in the same manner as did the administrators described in paragraphs 38 and/or 39, and 40, 42, 45, 46, and 48 hereof.

771. Defendant Labels World Movement Records, Inc., Damian Music, Inc., and Polygram Records, Inc. engaged in improper conduct concerning “Car-Hop” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

772. Defendant Entertainment Companies World Movement Records, Inc., Damian Music, Inc., and Universal Music, Inc. engaged in improper conduct concerning “Car-Hop” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

773. Count 66 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Mothership Connection (Star Child)” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

774. The applicable Plaintiffs have given Count 66 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Mothership Connection (Star Child),” and the infringement has not been remedied.

775. The infringing conduct of the Count 66 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

776. The foregoing conduct of Count 66 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 66 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 67

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Cavey” (Against Defendants RMI Songs, Explicit One Music, Mad Jack Music, Warlock Records, Inc., Pump Records, and Quality Records, Inc. “Count 67 Defendants”)

777. Plaintiffs reallege each and every allegation in paragraphs 1 through 776 hereof as if fully set forth herein.

778. Rap artist Frank Gomez and Sergio Gomez a/k/a Juvenile Style performed the Infringing Composition and Sound Recording “Cavey” on the “Brewed in South Central” Records. “Cavey” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “P-Funk (Wants to Get Funked Up),” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Cavey.”

779. Quality Records, Inc. was the clearance company involved.

780. Defendant Publishers RMI Songs, Explicit One Music and Mad Jack Music (“Count 67 Publishers”), Defendant Administrators Warlock Records, Inc., Explicit One Music and Mad Jack Music (“Count 67 Administrators”), Defendant Labels Pump Records and Quality Records, Inc., Records, Inc., and Defendant Entertainment Companies Pump Records and Quality Records, Inc., and Defendant Entertainment Companies Pump Records and Quality Records, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

781. Count 67 Publishers engaged in improper conduct concerning “Cavey” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, 46, 47, and 48 hereof.

782. Count 67 Administrators engaged in improper conduct concerning “Cavey” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, 46, 47, and 48 hereof.

783. Defendant Labels Pump Records and Quality Records, Inc., engaged in improper conduct concerning “Cavey” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

784. Defendant Entertainment Companies Pump Records and Quality Records, Inc., engaged in improper conduct concerning “Cavey” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 48, and 54 hereof.

785. Count 67 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “P-Funk (Wants to Get Funked Up)” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

786. The applicable Plaintiffs have given Count 67 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “P-Funk (Wants to Get Funked Up),” and the infringement has not been remedied.

787. The infringing conduct of the Count 67 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

788. The foregoing conduct of Count 67 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 67 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 68

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Change Gone Come” (Against Defendants WB Music Corp., Universal-MCA Music Publishing, Inc., individually and a/s/t MCA Music Publishing, a division of Universal Studios, Inc. and a/s/t MCA Music Publishing, a division of MCA, Inc., Famous Music Corp., High Priest Publishing, Suge Publishing, T-Funk Music, Warner –Chappell Music, Inc., Soul Town Records, Hard Time Entertainment, Death Row Records, Inc., and D3 Entertainment, Inc. “Count 68 Defendants”)

789. Plaintiffs reallege each and every allegation in paragraphs 1 through 788 hereof as if fully set forth herein.

790. Rap artists Calvin Broadus a/k/a Snoop Dogg and Michael Hutchence performed the Infringing Composition and Sound Recording “Change Gone Come” on the “Dead Man Walkin’” and “Well Connected” Records. “Change Gone Come” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Pumpin’ It Up,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Change Gone Come.”

791. No clearance company was involved.

792. Defendant Publishers WB Music Corp., Universal-MCA Music Publishing, Inc., individually and a/s/t MCA Music Publishing, a division of Universal Studios, Inc. and a/s/t MCA Music Publishing, a division of MCA, Inc., Famous Music Corp., High Priest Publishing, Suge Publishing, and T-Funk Music (“Count 68 Publishers”), Defendant Administrators WB Music Corp., Universal-MCA Music Publishing, Inc., individually and a/s/t MCA Music Publishing, a division of Universal Studios, Inc. and a/s/t MCA Music Publishing, a division of MCA, Inc., Famous Music Corp., and Warner-Chappell Music, Inc. (“Count 68 Administrators”), Defendant Labels Soul Town Records, Death Row Records, Inc., Hard Time Entertainment, and D3 Entertainment, Inc. and Defendant Entertainment Companies Hard Time Entertainment, Soul Town Records, Death Row Records, Inc. and D3 Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and/or Records.

793. Count 68 Publishers engaged in improper conduct concerning “Change Gone Come” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, and 46 hereof.

794. Count 68 Administrators engaged in improper conduct concerning “Change Gone Come” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

795. Defendant Labels Soul Town Records, Death Row Records, Inc., Hard Time Entertainment, and D3 Entertainment, Inc. engaged in improper conduct concerning “Change Gone Come” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

796. Defendant Entertainment Companies Hard Time Entertainment, Soul Town Records, Death Row Records, Inc. and D3 Entertainment, Inc. engaged in improper conduct concerning “Change Gone Come” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

797. Count 68 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Pumpin’ It Up” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

798. The applicable Plaintiffs have given Count 68 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Pumpin’ It Up,” and the infringement has not been remedied.

799. The infringing conduct of the Count 68 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

800. The foregoing conduct of Count 68 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 68 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 69

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Change the Game (Remix)" (Against Defendants Lil Lulu Music, EMI Blackwood Music, Inc., Def Jam Records, Inc., and Universal Music Group, Inc. "Count 69 Defendants")

801. Plaintiffs reallege each and every allegation in paragraphs 1 through 800 hereof as if fully set forth herein.

802. Rap artist DJ Clue performed the Infringing Composition and Sound Recording "Change the Game (Remix)" on the "The Professional, Pt. 2" Records. "Change the Game (Remix)" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Change the Game (Remix)."

803. No clearance company was involved.

804. Defendant Publisher Lil Lulu Music ("Count 69 Publisher"), Defendant Administrator EMI Blackwood Music, Inc. ("Count 69 Administrator"), Defendant Label Def Jam Records, Inc. and Defendant Entertainment Company Universal Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

805. Count 69 Publisher engaged in improper conduct concerning "Change the Game (Remix)" in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, and 48 hereof.

806. Count 69 Administrator engaged in improper conduct concerning “Change the Game (Remix)” in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, and 48 hereof.

807. Defendant Label Def Jam Records, Inc. engaged in improper conduct concerning “Change the Game (Remix)” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

808. Defendant Entertainment Company Universal Music Group, Inc. engaged in improper conduct concerning “Change the Game (Remix)” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

809. Count 69 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

810. The applicable Plaintiffs have given Count 69 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop),” and the infringement has not been remedied.

811. The infringing conduct of the Count 69 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

812. The foregoing conduct of Count 69 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 69 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 70

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Chronic (Intro), The” (Against Defendants Ain’t Nuthin’ Goin’ On But Fu_Kin, Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., and Universal Music Group, Inc. “Count 70 Defendants”)

813. Plaintiffs reallege each and every allegation in paragraphs 1 through 812 hereof as if fully set forth herein.

814. Rap artist Dr. Dre performed the Infringing Composition and Sound Recording “Chronic (Intro), The” on the “Dr. Dre The Chronic” Records. “Chronic (Intro), The” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Colour Me Funky,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Chronic (Intro), The.”

815. No clearance company was involved.

816. Defendant Publisher Ain’t Nuthin’ Goin’ On But Fu_Kin (“Count 70 Publisher), Defendant Administrator Ain’t Nuthin’ Goin’ On But Fu_Kin (“Count 70 Administrator”), Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc. and Defendant Entertainment Company Universal Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

817. Count 70 Publisher engaged in improper conduct concerning “Chronic (Intro), The” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, and 48 hereof.

818. Count 70 Administrator engaged in improper conduct concerning “Chronic (Intro), The” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, and 48 hereof.

819. Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc. engaged in improper conduct concerning “Chronic

(Intro), The” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

820. Defendant Entertainment Company Universal Music Group, Inc. engaged in improper conduct concerning “Chronic (Intro), The” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

821. Count 70 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Colour Me Funky” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

822. The applicable Plaintiffs have given Count 70 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Colour Me Funky,” and the infringement has not been remedied.

823. The infringing conduct of the Count 70 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

824. The foregoing conduct of Count 70 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 70 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 71

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Classic Material” (Against Defendants Lil Shel's Rugged Beats Music, Jelly Tea Marijuana Music, EMI April Music, Inc., Patrick Moxey Music, Inc., T'ziah's Music, East Coast Stomp Music, Nipskcab Music, Ensign Music Corporation, EMI Music Publishing, Inc., Elektra Entertainment Group, Inc., individually and a/s/t Elektra Entertainment, a division of Warner Communications, Inc., and Warner Music Group, Inc. “Count 71 Defendants”)

825. Plaintiffs reallege each and every allegation in paragraphs 1 through 824 hereof as if fully set forth herein.

826. Rap artist Leaders Of The New School performed the Infringing Composition and Sound Recording “Classic Material” on the “TIME” Records. “Classic Material” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Pride and Vanity,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Classic Material.”

827. Diamond Time, Ltd. was the clearance company involved.

828. Defendant Publishers Lil Shel's Rugged Beats Music, Jelly Tea Marijuana Music, EMI April Music, Inc., Patrick Moxey Music, Inc., T'ziah's Music, East Coast Stomp Music, and Nipskcab Music (“Count 71 Publishers”), Defendant Administrators Ensign Music Corporation, EMI Music Publishing, Inc., EMI April Music, Inc., and East Coast Stomp Music (“Count 71 Administrators”), Defendant Label Elektra Entertainment Group, Inc., individually and a/s/t Elektra Entertainment, a division of Warner Communications, Inc., and Defendant Entertainment Company Warner Music Group, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

829. Count 71 Publishers engaged in improper conduct concerning “Classic Material” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, 46, 47, and 48 hereof.

830. Count 71 Administrators engaged in improper conduct concerning “Classic Material” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, 46, 47, and 48 hereof.

831. Defendant Label Elektra Entertainment Group, Inc., individually and a/s/t Elektra Entertainment, a division of Warner Communications, Inc. engaged in improper conduct concerning “Classic Material” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

832. Defendant Entertainment Company Warner Music Group, Inc. engaged in improper conduct concerning “Classic Material” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 48, and 54 hereof.

833. Count 71 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Pride and Vanity” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

834. The applicable Plaintiffs have given Count 71 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Pride and Vanity,” and the infringement has not been remedied.

835. The infringing conduct of the Count 71 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

836. The foregoing conduct of Count 71 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 71 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 72

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Colorless Love" (Against Defendant Universal-Songs of PolyGram International, Inc., individually and a/s/t Songs of Polygram International, Inc. "Count 72 Defendants")

837. Plaintiffs reallege each and every allegation in paragraphs 1 through 836 hereof as if fully set forth herein.

838. Rap artist Ex Girlfriend performed the Infringing Composition and Sound Recording "Colorless Love" on the "Zebrahead (Original Soundtrack/OST)" Records. "Colorless Love" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "The Humpty Dance" (containing "Let's Play House"), which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Colorless Love."

839. Sample Clearance Ltd. was the clearance company involved.

840. Defendant Publisher Universal-Songs of PolyGram International, Inc., individually and a/s/t Songs of Polygram International, Inc. ("Count 72 Publisher") and Defendant Administrator Universal-Songs of PolyGram International, Inc., individually and a/s/t Songs of Polygram International, Inc. ("Count 72 Administrator") and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

841. Count 72 Publisher engaged in improper conduct concerning "Colorless Love" in the same manner as did the publishers described in paragraphs 38, 41, 45, 46, and 48 hereof.

842. Count 72 Administrator engaged in improper conduct concerning “Colorless Love” in the same manner as did the administrators described in paragraphs 38, 41, 45, 46, and 48 hereof.

843. Count 72 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Humpty Dance” (containing “Let’s Play House”) in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

844. The applicable Plaintiffs have given Count 72 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “The Humpty Dance” (containing “Let’s Play House”), and the infringement has not been remedied.

845. The infringing conduct of the Count 72 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

846. The foregoing conduct of Count 72 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 72 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 73

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Come and Get With Me (Remix)” (Against Defendants My Own Chit Publishing, Wiz Music Publishing, EMI April Music, Inc., Twisted Publishing, Suge Publishing, EMI Blackwood Music, Inc., EMI Music Publishing, Inc., T.J. Martell Records, Polygram Records, Inc., Elektra Entertainment Group, Inc., individually and a/s/t Elektra Entertainment, a division of Warner Communications, Inc., Universal Music Group, Inc., and Warner Music Group, Inc. “Count 73 Defendants”)

847. Plaintiffs reallege each and every allegation in paragraphs 1 through 846 hereof as if fully set forth herein.

848. Rap artist Keith Sweat performed the Infringing Composition and Sound Recording “Come and Get With Me (Remix)” on the “Come and Get With Me,” “Still In The Game,” and “Loaded With Hits,” and “Bravo Black Hits” Records. “Come and Get With Me (Remix)” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “A Fly Girl,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Come and Get With Me (Remix).”

849. Sample Clearance, Ltd. was the clearance company involved.

850. Defendant Publishers My Own Chit Publishing, Wiz Music Publishing, EMI April Music, Inc., Twisted Publishing, and Suge Publishing (“Count 73 Publishers”), Defendant Administrators EMI Blackwood Music, Inc., EMI April Music, Inc., EMI Music Publishing, Inc., Wiz Music Publishing, Twisted Publishing, and Suge Publishing (“Count 73 Administrators”), Defendant Labels Polygram Records, Inc., T.J. Martell Records, and Elektra Entertainment Group, Inc., individually and a/s/t Elektra Entertainment, a division of Warner Communications, Inc., and Defendant Entertainment Companies Universal Music Group, Inc., T.J. Martell Records, and Warner Music Group, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

851. Count 73 Publishers engaged in improper conduct concerning “Come and Get With Me (Remix)” in the same manner as did the publishers described in paragraphs 38, 39 41, 45, 46, 47, and 48 hereof.

852. Count 73 Administrators engaged in improper conduct concerning “Come and Get With Me (Remix)” in the same manner as did the administrators described in paragraphs 38, 39 41, 45, 46, 47, and 48 hereof.

853. Defendant Labels Polygram Records, Inc., T.J. Martell Records, and Elektra Entertainment Group, Inc., individually and a/s/t Elektra Entertainment, a division of Warner Communications, Inc. engaged in improper conduct concerning “Come and Get With Me (Remix)” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, 47, and 48 hereof.

854. Defendant Entertainment Companies Universal Music Group, Inc., T.J. Martell Records, and Warner Music Group, Inc. engaged in improper conduct concerning “Come and Get With Me (Remix)” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 47, 48, and 54 hereof.

855. Count 73 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “A Fly Girl” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

856. The applicable Plaintiffs have given Count 73 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “A Fly Girl,” and the infringement has not been remedied.

857. The infringing conduct of the Count 73 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

858. The foregoing conduct of Count 73 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 73 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 74

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Come Back In One Piece" (Against Defendants Black Fountain Music, and Quikk Mix Records "Count 74 Defendants")

859. Plaintiffs reallege each and every allegation in paragraphs 1 through 858 hereof as if fully set forth herein.

860. Rap artists Aaliyah and DMX performed the Infringing Composition "Come Back In One Piece" on the "Romeo Must Die (Original Soundtrack/OST)" and "#1 Stunna (Mixin Up S**t)" Records. "Come Back In One Piece" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Sir Nose D'Voidoffunk," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Come Back In One Piece."

861. Songwriter Services, Inc. was the clearance company involved.

862. Defendant Publisher Black Fountain Music ("Count 74 Publisher"), Defendant Administrator Black Fountain Music ("Count 74 Administrator"), Defendant Label Quikk Mix Records, and Defendant Entertainment Company Quikk Mix Records and the listed clearance company stand in the same relationship to each other and to the infringing song "Come Back In One Piece" as the publishers, administrators, labels, and entertainment companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Songs.

863. Count 74 Publisher engaged in improper conduct concerning "Come Back In One Piece" in the same manner as did the publishers described in paragraphs 38, 41, 45, and 46 hereof.

864. Count 74 Administrator engaged in improper conduct concerning "Come Back In One Piece" in the same manner as did the administrators described in paragraphs 38, 41, 45, and 46 hereof.

865. Defendant Label Quikk Mix Records engaged in improper conduct concerning “Come Back In One Piece” in the same manner as did the labels described in paragraphs 41, 45, and 46 hereof.

866. Defendant Entertainment Company Quikk Mix Records engaged in improper conduct concerning “Come Back In One Piece” in the same manner as did the entertainment companies described in paragraphs 41, 45, 46, and 54 hereof.

867. Count 74 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Sir Nose D’Voidoffunk” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

868. The applicable Plaintiffs have given Count 74 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Sir Nose D’Voidoffunk,” and the infringement has not been remedied.

869. The foregoing conduct of Count 74 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 74 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 75
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Come On Y'all” (Against Defendants Naughty Music, FCD Music,
and WB Music Corp. “Count 75 Defendants”)

870. Plaintiffs reallege each and every allegation in paragraphs 1 through 869 hereof as if fully set forth herein.

871. Rap artist Rottin Razkals performed the Infringing Composition and Sound Recording “Come On Y'all” on the “Rottin Ta Da Core” Records. “Come On Y'all” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the

Westbound and/or Nine-owned sound recording “How Do Yeaw View You” (containing “One of Those Funky Things”) which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Come On Y'all.”

872. Music Resources was the clearance company involved.

873. Defendant Publishers Naughty Music and FCD Music (“Count 75 Publishers”) and Defendant Administrators WB Music Corp. and FCD Music (“Count 75 Administrators”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

874. Count 75 Publishers engaged in improper conduct concerning “Come On Y'all” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

875. Count 75 Administrators engaged in improper conduct concerning “Come On Y'all” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

876. Count 75 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “How Do Yeaw View You” (containing “One of Those Funky Things”) in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

877. The applicable Plaintiffs have given Count 75 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “How Do Yeaw View You” (containing “One of Those Funky Things”) and the infringement has not been remedied.

878. The infringing conduct of the Count 75 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the

Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

879. The foregoing conduct of Count 75 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 75 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 76

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Comin Up Outta This Bitch" (Against Defendants 380 Recordings, Inc. and Ichiban Records, Inc. "Count 76 Defendants")

880. Plaintiffs reallege each and every allegation in paragraphs 1 through 879 hereof as if fully set forth herein.

881. Rap artists Paul Knight, Bufor Corry, Christopher Dorsey, and Lance Montague a/k/a Audio Assault Squad performed the Infringing Composition and Sound Recording "Comin Up Outta This Bitch" on the "Comin Up Outta This Bitch" Records. "Comin Up Outta This Bitch" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "A Joyful Process," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Comin Up Outta This Bitch."

882. Audio Assault Productions was the clearance company involved.

883. Defendant Labels 380 Recordings, Inc. and Ichiban Records, Inc. and Defendant Entertainment Companies 380 Recordings, Inc. and Ichiban Records, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies,

manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

884. Defendant Labels 380 Recordings, Inc. and Ichiban Records, Inc. engaged in improper conduct concerning “Comin Up Outta This Bitch” in the same manner as did the labels described in paragraphs 41, 42, 45, and 46 hereof.

885. Defendant Entertainment Companies 380 Recordings, Inc. and Ichiban Records, Inc. engaged in improper conduct concerning “Comin Up Outta This Bitch” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, and 54 hereof.

886. Count 76 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “A Joyful Process” in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

887. The applicable Plaintiffs have given Count 76 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “A Joyful Process,” and the infringement has not been remedied.

888. The infringing conduct of the Count 76 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

889. The foregoing conduct of Count 76 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 76 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 77

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Coolin’ In Da Ghetto” (Against Defendants Vent Noir Music
Publishing, God Has Blessed Us Music, Motown Record Company, L.P., and Universal Music Group,
Inc. “Count 77 Defendants”)

890. Plaintiffs reallege each and every allegation in paragraphs 1 through 889 hereof as if fully set forth herein.

891. Rap artist I Smooth 7 performed the Infringing Composition and Sound Recording “Coolin’ In Da Ghetto” on the “Ghetto Life” Records. “Coolin’ In Da Ghetto” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Funky Worm,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Coolin’ In Da Ghetto.”

892. No clearance company was involved.

893. Defendant Publishers Vent Noir Music Publishing and God Has Blessed Us Music (“Count 77 Publishers”), Defendant Administrator Vent Noir Music Publishing and God Has Blessed Us Music (“Count 77 Administrator”), Defendant Label Motown Record Company, L.P. and Defendant Entertainment Company Universal Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

894. Count 77 Publisher engaged in improper conduct concerning “Coolin’ In Da Ghetto” in the same manner as did the publishers described in paragraphs 38, 40, 45, and 46 hereof.

895. Defendant Publishers Vent Noir Music Publishing and God Has Blessed Us Music have signed a release and agreement for their use of the Bridgeport and/or Southfield-owned musical composition “Hollywood Squares” and have paid royalties accordingly. However, they continue to

infringe upon the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Funky Worm.”

896. Count 77 Administrator engaged in improper conduct concerning “Coolin’ In Da Ghetto” in the same manner as did the administrators described in paragraphs 38, 40, 45, and 46 hereof.

897. Defendant Label Motown Record Company, L.P. engaged in improper conduct concerning “Coolin’ In Da Ghetto” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 47 hereof.

898. Defendant Motown Record Company, L.P. has signed a mechanical license for its use of the Bridgeport and/or Southfield-owned musical composition “Hollywood Squares” and has paid royalties accordingly. However, it continues to infringe upon the Bridgeport and/or Southfield-owned musical composition and Westbound and/or Nine-owned sound recording “Funky Worm.”

899. Defendant Entertainment Company Universal Music Group, Inc. engaged in improper conduct concerning “Coolin’ In Da Ghetto” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, and 54 hereof.

900. Count 77 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Funky Worm” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

901. The applicable Plaintiffs have given Count 77 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Funky Worm,” and the infringement has not been remedied.

902. The foregoing conduct of Count 77 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 77 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 78

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Cowards in Compton" (Against Defendants Lil Joe Wein Music, Inc., Music and Media International, Inc. d/b/a Worldwide Music and Media and d/b/a Frankly Music, Luke Records, Inc., and Deep Groove Records, Inc. "Count 78 Defendants")

903. Plaintiffs reallege each and every allegation in paragraphs 1 through 902 hereof as if fully set forth herein.

904. Rap artists Luke Auther Campbell and Luke Solo performed the Infringing Composition and Sound Recording "Cowards in Compton" on the "In The Nude" and "Greatest Hits" Records. "Cowards in Compton" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)," included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Cowards in Compton."

905. No clearance company was involved.

906. Defendant Publishers Lil Joe Wein Music, Inc. and Music and Media International, Inc. d/b/a Frankly Music and d/b/a Worldwide Music and Media ("Count 78 Publishers"), Defendant Administrator Lil Joe Wein Music, Inc. and Music and Media International, Inc. d/b/a Frankly Music and d/b/a Worldwide Music and Media ("Count 78 Administrator), Defendant Labels Luke Records, Inc. and Deep Groove Records, Inc. and Defendant Entertainment Companies Luke Records, Inc. and Deep Groove Records, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recordings and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

907. Count 78 Publishers engaged in improper conduct concerning “Cowards in Compton” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, 47, and 48 hereof.

908. Count 78 Administrators engaged in improper conduct concerning “Cowards in Compton” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, 47, and 48 hereof.

909. Defendant Labels Luke Records, Inc. and Deep Groove Records, Inc. engaged in improper conduct concerning “Cowards in Compton” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

910. Defendant Entertainment Companies Luke Records, Inc. and Deep Groove Records, Inc. engaged in improper conduct concerning “Cowards in Compton” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

911. Count 78 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

912. The applicable Plaintiffs have given Count 78 Defendants notice described in paragraphs 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop),” and the infringement has not been remedied.

913. The infringing conduct of the Count 78 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

914. The foregoing conduct of Count 78 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 78 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 79

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Crime Don't Pay" (Against Defendants Adra Music, Inc., Atlanta Jams Publishing, a division of Easy Entertainment Productions, Inc., Select Records, Inc., and Elektra Entertainment Group, Inc. "Count 79 Defendants")

915. Plaintiffs reallege each and every allegation in paragraphs 1 through 914 hereof as if fully set forth herein.

916. Rap artist COD performed the Infringing Composition and Sound Recording "Crime Don't Pay" on the "Straight From The Underground" Records. "Crime Don't Pay" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Promentalshitbackwashpsychosis Enemasquad (The Doo Doo Chasers)," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Crime Don't Pay."

917. Clearance 13'8" was the clearance company involved.

918. Defendant Publishers Adra Music, Inc. and Atlanta Jams Publishing, a division of Easy Entertainment Productions, Inc. ("Count 79 Publishers"), Defendant Administrators Adra Music, Inc. and Atlanta Jams Publishing, a division of Easy Entertainment Productions, Inc. ("Count 79 Administrators"), Defendant Label Select Records, Inc., and Defendant Entertainment Company Elektra Entertainment Group, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

919. Count 79 Publishers engaged in improper conduct concerning "Crime Don't Pay" in the same manner as did the publishers described in paragraphs 38, 41, 45, and 46 hereof.

920. Count 79 Administrators engaged in improper conduct concerning “Crime Don't Pay” in the same manner as did the administrators described in paragraphs 38, 41, 45, and 46 hereof.

921. Defendant Label Select Records, Inc. engaged in improper conduct concerning “Crime Don't Pay” in the same manner as did the labels described in paragraphs 41, 42, 45, and 46 hereof.

922. Defendant Entertainment Company Elektra Entertainment Group, Inc. engaged in improper conduct concerning “Crime Don't Pay” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, and 54 hereof.

923. Count 79 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Promentalshitbackwashpsychosis Enemasquad (The Doo Doo Chasers)” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

924. The applicable Plaintiffs have given Count 79 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Promentalshitbackwashpsychosis Enemasquad (The Doo Doo Chasers),” and the infringement has not been remedied.

925. The foregoing conduct of Count 79 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 79 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 80

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Crooked Ass Nigga” (Against Defendants Ghetto Gospel Music, TNT Management Corp., Atlantic Recording Corp. d/b/a Atlantic Records, Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., Warner MusicGroup, Inc., and Universal Music Group, Inc. “Count 80 Defendants”)

926. Plaintiffs reallege each and every allegation in paragraphs 1 through 925 hereof as if fully set forth herein.

927. Rap artist Tupac Shakur performed the Infringing Composition and Sound Recording “Crooked Ass Nigga” on the “2Pacalypse Now” Records. “Crooked Ass Nigga” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Gangsta Gangsta” (containing “Funky Worm”) which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Crooked Ass Nigga.”

928. No clearance company was involved.

929. Defendant Publisher Ghetto Gospel Music (“Count 80 Publisher”), Defendant Administrator TNT Mangagement Corp. (“Count 80 Administrator”), Defendant Labels Atlantic Recording Corp. d/b/a Atlantic Records and Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., and Defendant Entertainment Companies Warner Music Group, Inc. and Universal Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

930. Count 80 Publisher engaged in improper conduct concerning “Crooked Ass Nigga” in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, 47, and 48 hereof.

931. Count 80 Administrator engaged in improper conduct concerning “Crooked Ass Nigga” in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, 47, and 48 hereof.

932. Defendant Labels Atlantic Recording Corp. d/b/a Atlantic Records and Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records,

Inc. engaged in improper conduct concerning “Crooked Ass Nigga” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, 48 hereof.

933. Defendant Entertainment Companies Universal Music Group, Inc. and Warner Music Group, Inc. engaged in improper conduct concerning “Crooked Ass Nigga” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

934. Count 80 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Gangsta Gangsta” (containing “Funky Worm”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

935. The applicable Plaintiffs have given Count 80 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Gangsta Gangsta” (containing “Funky Worm”) and the infringement has not been remedied.

936. The infringing conduct of the Count 80 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

937. The foregoing conduct of Count 80 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 80 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 81

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Curb Servin” (Against Defendants Base Pipe Music, Gangsta Boogie Music, WB Music Corp., and Warner-Chappell Music, Inc. “Count 81 Defendants”)

938. Plaintiffs reallege each and every allegation in paragraphs 1 through 937 hereof as if fully set forth herein.

939. Rap artist William Calhoun, Jr. a/k/a WC & The Maad Circle performed the Infringing Composition and Sound Recording “Curb Servin” on the “Curb Servin” Records. “Curb Servin” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Dr. Funkenstein,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Curb Servin.”

940. Songwriter Services, Inc. was the clearance company involved.

941. Defendant Publishers Base Pipe Music, Gangsta Boogie Music, and WB Music Corp. (“Count 81 Publishers”) and Defendant Administrators WB Music Corp. and Warner-Chappell Music, Inc. (“Count 81 Administrators”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

942. Count 81 Publishers engaged in improper conduct concerning “Curb Servin” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

943. Count 81 Administrators engaged in improper conduct concerning “Curb Servin” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

944. Count 81 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Dr. Funkenstein” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

945. The applicable Plaintiffs have given Count 81 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the

improper use of the musical composition “Dr. Funkenstein,” and the infringement has not been remedied.

946. The foregoing conduct of Count 81 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 81 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 82
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Cutta Me Loose” (Against Defendants Eric Breed d/b/a One Puff
Music and Ichiban Records, Inc., “Count 82 Defendants”)

947. Plaintiffs reallege each and every allegation in paragraphs 1 through 946 hereof as if fully set forth herein.

948. Rap artist Melvin Riley performed the Infringing Composition “Cutta Me Loose” on the “Ghetto Love” Records. “Cutta Me Loose” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Funky Worm,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Cutta Me Loose.”

949. Sample Doctor was the clearance company involved.

950. Defendant Publisher Eric Breed d/b/a One Puff Music (“Count 82 Publisher”) and Defendant Administrator Ichiban Records, Inc. (“Count 82 Administrator”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Records.

951. Count 82 Publisher engaged in improper conduct concerning “Cutta Me Loose” in the same manner as did the publishers described in paragraphs 39, 41, 45, 46, 47, and 48 hereof.

952. Count 82 Administrator engaged in improper conduct concerning “Cutta Me Loose” in the same manner as did the administrators described in paragraphs 39, 41, 45, 46, 47, and 48 hereof.

953. Count 82 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Funky Worm” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

954. The applicable Plaintiffs have given Count 82 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Funky Worm,” and the infringement has not been remedied.

955. The infringing conduct of the Count 82 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

956. The foregoing conduct of Count 82 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 82 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 83

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Cyndrome” (Against Defendants Leroy McMath d/b/a Power Artist Music Co., WB Music Corp., Mud Brain Music, Nuthouse Music, Avid Interactions, Warner-Chappell Music, Inc., Epic Records, Inc., Epic Street, and Sony Music Entertainment, Inc. “Count 83 Defendants”)

957. Plaintiffs reallege each and every allegation in paragraphs 1 through 956 hereof as if fully set forth herein.

958. Rap artist Charles Hood a/k/a Royal C performed the Infringing Composition and Sound Recording “Cyndrome” on the “Roll Out The Red Carpet” Records. “Cyndrome” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Placebo Syndrome,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Cyndrome.”

959. Songwriter Services, Inc. was the clearance company involved.

960. Defendant Publishers Leroy McMath d/b/a Power Artist Music Co., WB Music Corp., Mud Brain Music, and NutHouse Music (“Count 83 Publishers”), Defendant Administrators Avid Interactions, WB Music Corp., and Warner-Chappell Music, Inc. (“Count 83 Administrators”), Defendant Labels Epic Records, Inc., Epic Street and Sony Music Entertainment, Inc., and Defendant Entertainment Companies Epic Street and Sony Music Entertainment, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

961. Count 83 Publishers engaged in improper conduct concerning “Cyndrome” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, 46, and 47 hereof.

962. Count 83 Administrators engaged in improper conduct concerning “Cyndrome” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, 46, and 47 hereof.

963. Defendant Labels Epic Records, Inc., Epic Street and Sony Music Entertainment, Inc. engaged in improper conduct concerning “Cyndrome” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 47 hereof.

964. Defendant Entertainment Companies Sony Music Entertainment, Inc. and Epic Street engaged in improper conduct concerning “Cyndrome” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 47, and 54 hereof.

965. Count 83 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Placebo Syndrome” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

966. The applicable Plaintiffs have given Count 83 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Placebo Syndrome,” and the infringement has not been remedied.

967. The infringing conduct of the Count 83 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

968. The foregoing conduct of Count 83 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 83 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 84
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “D Voidofpopniggafiedmegamix” (Against Defendants Gangsta
Boogie Music, WB Music Corp., and Warner-Chappell Music, Inc. “Count 84 Defendants”)

969. Plaintiffs reallege each and every allegation in paragraphs 1 through 968 hereof as if fully set forth herein.

970. Rap artist O'Shea Jackson a/k/a Ice Cube performed the Infringing Composition and Sound Recording "D Voidofpopniggafiedmegamix" on the "Bootlegs & B-Sides" Records. "D Voidofpopniggafiedmegamix" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "Bop Gun (One Nation)" (containing "Bop Gun (Endangered Species)"), "Steady Mobbin" (containing "Love Amnesia," and "Sir Nose D' Voidoffunk"), "Givin' Up The Nappy Dugout" (containing "Mr. Wiggles"), "Jackin For Beats" (containing "Bop Gun (Endangered Species)"), "The Humpty Dance," and "So What Cha Sayin"), "No Vaseline," (containing "Atomic Dog") "Wicked" (containing "Funky Worm"), "Gangsta's Fairytale 2" a/k/a "Gangsta's Fairytale" (containing "Sir Nose D'Voidoffunk"), "It Was A Good Day" (containing "Sir Nose D'Voidoffunk"), and "Ghetto Bird" (containing "Atomic Dog" and "Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)"), which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "D Voidofpopniggafiedmegamix."

971. Songwriter Services, Inc. was the clearance company involved.

972. Defendant Publishers Gangsta Boogie Music and WB Music Corp. ("Count 84 Publishers"), and Defendant Administrators WB Music Corp., and Warner-Chappell Music, Inc. ("Count 84 Administrators") and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

973. Count 84 Publishers engaged in improper conduct concerning "D Voidofpopniggafiedmegamix" in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

974. Count 84 Administrators engaged in improper conduct concerning “D Voidofpopniggafiedmegamix” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

975. Count 84 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiff’s copyrights in “Bop Gun (One Nation)” (containing “Bop Gun (Endangered Species)”), “Steady Mobbin” (containing “Love Amnesia,” and “Sir Nose D’ Voidoffunk”), “Givin’ Up The Nappy Dugout” (containing “Mr. Wiggles”), “Jackin For Beats” (containing “Bop Gun (Endangered Species)”), “The Humpty Dance,” “So What Cha Sayin”), “No Vaseline” (containing “Atomic Dog”), “Wicked” (containing “Funky Worm”), “Gangsta’s Fairytale 2” a/k/a “Gangsta’s Fairytale” (containing “Sir Nose D’Voidoffunk”), “It Was A Good Day” (containing “Sir Nose D’Voidoffunk”), and “Ghetto Bird” (containing “Atomic Dog” and “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)”) in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

976. The applicable Plaintiffs have given Count 84 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “Bop Gun (One Nation)” (containing “Bop Gun (Endangered Species)”), “Steady Mobbin” (containing “Love Amnesia,” and “Sir Nose D’ Voidoffunk”), “Givin’ Up The Nappy Dugout” (containing “Mr. Wiggles”), “Jackin For Beats” (containing “Bop Gun (Endangered Species)”), and “The Humpty Dance,” and “So What Cha Sayin”), “No Vaseline,” (containing “Atomic Dog”) “Wicked” (containing “Funky Worm”), “Gangsta’s Fairytale 2,” a/k/a “Gangsta’s Fairytale” (containing “Sir Nose D’Voidoffunk”), “It Was A Good Day” (containing “Sir Nose D’Voidoffunk”), and “Ghetto Bird” (containing “Atomic Dog” and “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)”), and the infringement has not been remedied.

977. The foregoing conduct of Count 84 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in

paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 84 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 85

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "D.O.G. in Me" (Against Defendants Smelzgood Entertainment, Inc., Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t A & M Records, Inc., and Universal Music Group, Inc. "Count 85 Defendants")

978. Plaintiffs reallege each and every allegation in paragraphs 1 through 976 hereof as if fully set forth herein.

979. Rap artist Public Announcement performed the Infringing Composition and Sound Recording "D.O.G. in Me" on the "All Work, No Play" Records. "D.O.G. in Me" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Atomic Dog," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "D.O.G. in Me."

980. Songwriter Services, Inc. was the clearance company involved.

981. Defendant Publishers Smelzgood Entertainment, Inc. ("Count 85 Publishers"), Defendant Administrators Smelzgood Entertainment, Inc. ("Count 85 Administrators"), Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t A & M Records, Inc., and Defendant Entertainment Company Universal Music Group, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

982. Count 85 Publishers engaged in improper conduct concerning "D.O.G. in Me" in the same manner as did the publishers described in paragraphs 38, 41, 45, 46, and 48 hereof.

983. Count 85 Administrators engaged in improper conduct concerning “D.O.G. in Me” in the same manner as did the administrators described in paragraphs 38, 41, 45, 46, and 48 hereof.

984. Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t A & M Records, Inc. engaged in improper conduct concerning “D.O.G. in Me” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, 47, and 48 hereof.

985. Defendant Entertainment Company Universal Music Group, Inc. engaged in improper conduct concerning “D.O.G. in Me” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 47, 48, and 54 hereof.

986. Count 85 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Atomic Dog” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

987. The applicable Plaintiffs have given Count 85 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Atomic Dog,” and the infringement has not been remedied.

988. The infringing conduct of the Count 85 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

989. The foregoing conduct of Count 85 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 85 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 86

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Da Bomb” (Against Defendants EMI April Music, Inc., So So Def Music, Ruffhouse Records, Inc., and Sony Music Entertainment, Inc. “Count 86 Defendants”)

990. Plaintiffs reallege each and every allegation in paragraphs 1 through 989 hereof as if fully set forth herein.

991. Rap artist Kris Kross performed the Infringing Composition and Sound Recording “Da Bomb” on the “The Best of Kris Kross” Records. “Da Bomb” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Give Up The Funk (Tear The Roof Off The Sucker),” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Da Bomb.”

992. No clearance company was involved.

993. Defendant Publishers EMI April Music, Inc. and So So Def Music (“Count 86 Publishers”), Defendant Administrator EMI April Music, Inc. (“Count 86 Administrator”), Defendant Labels Ruffhouse Records, Inc. and Sony Music Entertainment, Inc. and Defendant Entertainment Companies Ruffhouse Records, Inc. and Sony Music Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

994. Count 86 Publishers engaged in improper conduct concerning “Da Bomb” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

995. Count 86 Administrator engaged in improper conduct concerning “Da Bomb” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

996. Defendant Labels Ruffhouse Records, Inc. and Sony Music Entertainment, Inc. engaged in improper conduct concerning “Da Bomb” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

997. Defendant Entertainment Companies Ruffhouse Records, Inc. and Sony Music Entertainment, Inc. engaged in improper conduct concerning “Da Bomb” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

998. Count 86 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Give Up The Funk (Tear The Roof Off The Sucker)” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

999. The applicable Plaintiffs have given Count 86 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Give Up The Funk (Tear The Roof Off The Sucker),” and the infringement has not been remedied.

1000. The infringing conduct of the Count 86 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recordings and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

1001. The foregoing conduct of Count 86 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 86 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 87
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Da Horny Man” (Against Defendants Hostatus Music, PGA
Records, Arista Records, Inc., a unit of BMG Entertainment North America, Inc., and BMG
Entertainment, Inc. “Count 87 Defendants”)

1002. Plaintiffs reallege each and every allegation in paragraphs 1 through 1001 hereof as if fully set forth herein.

1003. Rap artist Total Devastation performed the Infringing Composition and Sound Recording “Da Horny Man” on the “Total Devastation” and “Legalize It” Records. “Da Horny Man” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “Atomic Dog,” and “Doowutchyalike” (containing “Flashlight”) which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Da Horny Man.”

1004. No clearance company was involved.

1005. Defendant Publisher Hostatus Music (“Count 87 Publisher”), Defendant Administrator Hostatus Music (“Count 87 Administrator”), Defendant Labels PGA Records and Arista Records, Inc., a unit of BMG Entertainment North America, Inc., and Defendant Entertainment Companies PGA Records and BMG Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

1006. Count 87 Publisher engaged in improper conduct concerning “Da Horny Man” in the same manner as did the publishers described in paragraphs 38, 40, 45, and 46 hereof.

1007. Count 87 Administrator engaged in improper conduct concerning “Da Horny Man” in the same manner as did the administrators described in paragraphs 38, 40, 45, and 46 hereof.

1008. Defendant Labels PGA Records and Arista Records, Inc., a unit of BMG Entertainment North America, Inc. engaged in improper conduct concerning “Da Horny Man” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

1009. Defendant Entertainment Companies PGA Records and BMG Entertainment, Inc. engaged in improper conduct concerning “Da Horny Man” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

1010. Count 87 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Atomic Dog," and "Doowutchyalike" (containing "Flashlight") in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

1011. The applicable Plaintiffs have given Count 87 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions "Atomic Dog," and "Doowutchyalike" (containing "Flashlight") and the infringement has not been remedied.

1012. The foregoing conduct of Count 87 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 87 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 88
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "Daddy Never Left Ya" (Against Defendants Controversy Music and
Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music "Count 88 Defendants")

1013. Plaintiffs reallege each and every allegation in paragraphs 1 through 1012 hereof as if fully set forth herein.

1014. Rap artist Gold Money performed the Infringing Composition and Sound Recording "Daddy Never Left Ya" on the "A Day in the Life of a Player" Records. "Daddy Never Left Ya" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "Mama Said Knock You Out" (containing "The Humpty Dance") included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Daddy Never Left Ya."

1015. No clearance company was involved.

1016. Defendant Publisher Controversy Music (“Count 88 Publisher”), Defendant Administrator Controversy Music (“Count 88 Administrator”), Defendant Label Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music and Defendant Entertainment Company Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Record as the publishers, administrators, labels, and entertainment companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

1017. Count 88 Publisher engaged in improper conduct concerning “Daddy Never Left Ya” in the same manner as did the publishers described in paragraphs 38, 40, 45, and 46 hereof.

1018. Count 88 Administrator engaged in improper conduct concerning “Daddy Never Left Ya” in the same manner as did the administrators described in paragraphs 38, 40, 45, and 46 hereof.

1019. Defendant Label Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music engaged in improper conduct concerning “Daddy Never Left Ya” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

1020. Defendant Entertainment Company Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music engaged in improper conduct concerning “Daddy Never Left Ya” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

1021. Count 88 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Mama Said Knock You Out” (containing “The Humpty Dance”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

1022. The applicable Plaintiffs have given Count 88 Defendants notice described in paragraphs 78 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “Mama Said Knock You Out” (containing “The Humpty Dance”) and the infringement has not been remedied.

1023. The foregoing conduct of Count 88 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 88 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 89

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Dana You Can Bang Her (Street Mix)" (Against Defendants John Doe Defendants 1-500, In-A-Minute Records, and Boutit, Inc., individually and d/b/a No Limit Records "Count 89 Defendants")

1024. Plaintiffs reallege each and every allegation in paragraphs 1 through 1023 hereof as if fully set forth herein.

1025. Rap artist Master P performed the Infringing Composition and Sound Recording "Dana You Can Bang Her (Street Mix)" on the "Get Away Clean" Records. "Dana You Can Bang Her (Street Mix)" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Do That Stuff," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Dana You Can Bang Her (Street Mix)."

1026. No clearance company was involved.

1027. Defendant Publishers John Doe Defendants 1-500 ("Count 89 Publishers"), Defendant Administrators John Doe Defendants 1-500 ("Count 89 Administrators"), Defendant Labels In-A-Minute Records and Boutit, Inc. d/b/a No Limit Records and Defendant Entertainment Companies In-A-Minute Records and Boutit, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

1028. Count 89 Publishers engaged in improper conduct concerning “Dana You Can Bang Her (Street Mix)” in the same manner as did the publishers described in paragraphs 38 and/or 39, and 40, 45, and 46 hereof.

1029. Count 89 Administrator engaged in improper conduct concerning “Dana You Can Bang Her (Street Mix)” in the same manner as did the administrators described in paragraphs 38 and/or 39, and 40, 45, and 46 hereof.

1030. Defendant Labels In-A-Minute Records and Boutit, Inc. d/b/a No Limit Records engaged in improper conduct concerning “Dana You Can Bang Her (Street Mix)” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

1031. Defendant Entertainment Companies In-A-Minute Records and Boutit, Inc. engaged in improper conduct concerning “Dana You Can Bang Her (Street Mix)” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

1032. Count 89 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Do That Stuff” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

1033. The applicable Plaintiffs have given Count 89 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Do That Stuff,” and the infringement has not been remedied.

1034. The foregoing conduct of Count 89 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 89 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 90
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Day I Die, The” (Against Defendants Cecil L. McCrary d/b/a